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CoStar® License Agreement Subscription Form

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Real Estate Information

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This Subscription Form, including the Terms and Conditions, the Terms of Use, any addends and any exhibits attached hereto (collectively, the "Agreement"), between the obove-named Excenses and CoStar Realty Information, Inc. ("CoStar"), establishes the terms and conditions under which CoStar will ticense the products set forth in this obove-named Excenses and CoStar Realty Information, Inc. ("CoStar"), establishes the terms and conditions under which CoStar will ticense the products set forth in this observation. Agreement being formed hereby. Terms used on this Subscription Agreement incorporates the Terms of Use (the "Terms of Use (the "Terms of Use) available online at www.costar.com. By using the Licensed Product, Licenses agrees to comply with the Terms of Use and to regularly review such terms for updates and changes. To the oxient a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Terms of Use.

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Costar Re	ealty information, Inc.	Licandos				
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CoStar* Terms and Conditions

1. Ligants, (a) This Agreement between CoStar and Licenses concerns one or more electronic detabases developed and maintained by CoStar each consisting of (1) a proprietary database (ine "Database") of commercial real natise information, including but not limited to, the information, text, photographic and other majors and (2) related software (the Software"). Those (collectively, the "information") and the proprietary organization and structured for categoriting, serting and displaying such information, and (2) related software (the Software of the Database), portupe of the Software and Database that are itemated he naturally updates ar modifications provided thereto, and any information derived from the use of the Database), including an a result of the verification of any portun of the Information by Licenses, are collectively reterred to herein as the Cicensest Product. (b) During the term of this Agreement, including as a result of the verification of any portun of the Information by Licenses, are collectively reterred to herein. including as a result of the vertication of any portion of the information by Licensee, are miliacitively reterred to herein as the "Licensed Product" (b) During the term of this Agreement, Coditor hereby grants to Licensee a honexclusive, nontenselythis floensee to use only those portions of the Licensed Product that are expressly identified on the Schedule of Services on the Subscription Form, subject to and in accordance with the terms and conditions of bits Agrocyment. (c) The Licensed Product may be used by no more than the number of users on the Subscription Form and (i) included on Costar's that of Authorized Users') must be infolded as a licensee or an independent Contractor of Licensee at a sits identified on the Subscription Form and (i) included on Costar's that of Authorized Sites & Users for the single product Licensee understands that each brokerage, necessful, calso or other singler personnel at each incomed after must be an Authorized Licensee to add the number of such intervalses for a license of the number of such intervalses for a license of the number of such intervalses for timenses are an amplified on the first and agreement. An independent Contractor is defined as an included person performing the number of such intervalses for Licensee are an amplified on the Licensee. (d) Licensee (d) Licensee to and use of the Licensee Product, and the user names, personnels and substantially the same services for Licensee the Licensee (d) Licensee (d) Licensee to Authorized Users, and will not allow anyone other than an Authorized User access to the Licensee for any reason.

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2. Use. (a) Subject to the prohibitions set forth below, during the term of the Agreement, Licensee may take the Licensed Product for the following purposes in the ordinary source of the business: (1) Licensee's internet research purposes; (2) providing information research purposes; (3) to market business: (3) Licensee's internet research purposes; (3) providing information research purposes; (3) to market business: (3) Licensee's internet research reports for in-house use or for diants or properties; (4) subporting its velocities and approach of countability regarding a specific properties in the market research reports for in-house use or for diants or properties and forth and or countability or part of the provided best such reports do not contain building-specific or tenent-partition and site not commercially or parently destributed. Designal to provide countable, the provided has set forth below. Licensee may print information for copy information into word proceeding, spreadphest and presentation programs (or offer software). Licensees written commercially are parently destributed. Subject to provide a set forth below. Licensee may print information being printed or copied is reasonably utilized for Licensees purposes, insubstanding and use or set, drietly or Indicately in electronic formit, any portion of the Licensee, expert or Indicated products of the Licensee Product (a) Notwithstanding any use or set, drietly or Indicately in the colorants provided product or any other state sharing arrangement has respect to the properties of the Licensee may enable and properties deaths, (ii) Authorized Description haven, Licensee may enable account of the Licensee may enable account or held death or properties death, (ii) Authorized Description and Colorants and properties death, (ii) Indicates and product or enable and properties death, (ii) Indicates and product death or properties death, (ii) Indicates and product death or product or provide and product de

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4. Tarts. The term of this Agraement shall begin on the Start Date, shall continue for the initial term specified on the Subscription Form (the "initial Term"), and shall expire at the end of euch initial Term of this Agraement shall continue the start Date received, unless earlier terminated pursuent to the terms hereof. This Agraement shall continue thereofar for initial Term or any Renewal Term; unless shall (E) days prior to accessive periods of one [1] year (each such successive periods of one [1]) year (each such successive periods of one [1]) year (each such successive periods of one [1]) year (each such successive periods of one intent not to renew. The "Start Date" shall be the date of dissemination by CoStar the last day of the Initial Term or any Renewal Term, either party has provided the other witten notice of an intent not to renew. The "Start Date" shall be the date of eigneture of this Agraement by CoStar of a Passoods for such Licensee; provided, that for existing customers with Passoods, the "Start Date" shall be the date of eigneture of this Agraement by CoStar.

5. Ligames Fars. Despess agrees to pay the Licanes Face and all other face set forth in this Agreement, which are priced in U.S. delans and shall be paid in U.S. delans. Licanese's obligation to pay such trace in full shall be briding on the Start Date. In addition to allything set forth herein, CoStar may: (a) on seed anniversary of the settings month in which the Start Date ground increase the Licanese Face by a percentage equal to the percentage introces in the Consumer Price index for All United Consumers, Socsonelly Adjusted, US City Average, All licens for the previous braken months: and (b) at any time for any Renewal Term increase the Usenese Face for any purion of the Licanese Any time for any Renewal Term increase the Usenese Face for any purion of the Licanese in a start of termination within ability (50) days of CoStar's notice of termination is delivated, and the shall explain to the Licanese Face in proposed increase until the lest day of the calendar month in which Ucensee's notice of termination is delivated, and the lest day of the calendar month in which Ucensee's notice of termination is delivated, and Agreement shall terminate with reaperst to such portion of the Licenseed Product on such date. All leas shall be pittled in advance in accordance with the batting syste denation therefore the date will have a late payment charge from such due date until paid at a right squall to the leaser of 18% per annum or the start permitted under applicable law. In all cases, the amount of Licensee Face shall be paid by Licensee to CoStar in the without any right of set-off or deduction. CoStar may enough the properties of the properties are face now or helpful annuments of the Licensee of the Licensee of readers on the payment of the Licensee of the Licensee of set of the Licensee of t

immediately upon involving by CoStar.

8. Termination. (a) Either party may terminate any portion of this Agreement in the event of, (1) any breach of a material term of this Agreement by the other party of a submit him) (30) days often written nellog to the breaching party; or (2) the other party's maiding an exeignment for the benefit of its creditors, or the titing by or squant event party of a submit him) (30) days often written nellog to the breaching party; or (2) the other party's maiding an exeignment hereofit or its creditors, or the titing by or squant event party or (2) personable auspicion of any violation of any other agreement to the party or (2) reaconable auspicion of any violation by Licenses of any provision of Section 1, 2, 3, 5, 12 or 13 hereunder, or any material provision of any other agreement between the party or (2) the provision of any violation follows at any thing in CoStar's sale discretion in which case CoStar shall reduce any trees paid by Licenses to Econses the termination (a) in the Product of such termination, and Licenses shall be referred to be party to secondary the date of such termination, and Licenses from the party of the provision of any violation in the Agreement (4) CoStar may intermine the provision of any violation of the Licenses from the following the party of the Licenses of Product only if all amounts due hereunder are party and line reasonable opinion. CoStar has received a satisfactory assurances as to the cassalion of the violation. (a) provision of any other agreement the termination of the violation. (b) provision of any other agreement the party and during such interruption Licenses shall become immediately due and payable in all licenses frace and other loss payable hereofit as any during any other agreement, and color of the violation. (b) provision of the product only if all amounts due hereunders are and in the contract of the payable to the payabl

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7. Post-Termination. At termination or nonconstant of this Agreement, Licensee may no longer use any portion of the Licensed Product in any manner. Within ten (10) days after the effective date of termination or nonconstant and upon request from CoSter, effirm the completen of the Licensee by execution and delivery to CoSter of an efficient to that effect researchly setalectory to CoSter in addition, CoSter may at the sole expenses audit Licensee's completion with the provision and the terms of the Agreement, provided, that such such what connects a responsely approximate and Licensee shall cooperate in the conduct of the such.

- 8. Licensed Product. Subject to Section 15, during the term of this Agraement, Co6ter will provide updated information to Licenses, which updates may be provided the internet or in such office meaning and equipment necessary to obtain and use the Licenses is responsible for providing all hardware, software and equipment necessary to obtain and use the Licenses Product, including any updates or other modifications thereto. The Licenses Product ourrantly requires a Windows 98, NT, 2000 or XP based computer, a high-speed htternet commodification or models and internet commodification or models and internet commodification of the Licenses In responsibility of all tolophone and internet environments of the Licenses In responsibility of all tolophone and internet environments of the Licenses In responsibility of the modify only part of the Licenses I Product or the way the Licenses I Institute of the Licenses I Institute o provided to Lipenson hereunder.
- 8. Non-semests: Information. (a) Coditor agrees that it will not engage in traditional commercial real estate prokerage activities where it is paid a commission for facilitating a commercial real estate transaction. Limited is reasonable efforts to keep Coditor informed about real estate transaction. Limited is reasonable efforts to keep Coditor informed about real estate transaction. Limited is represented in the provision of this provision is estated transaction to properties that Licenses owns, controls, represents or holds additioned. commercial and involuntion space averages for owner parts and one variations intermedial in property of the provided of the pr
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- 14. Notices. At notices given hereunder will be in writing, delivered personally or maked by registered or certified mail, return receipt requested, or delivered by a wear-ecognized covernight U.S. or international certier. If such notice is being delivered to Licensee, such notice shall be delivered to Licensee's address specified on the Subscription Form, Attention Form, Attention Director of Sales Administration, or to other address as Licensee may specify, and if being delivered to CoStar, delivered to the address set forth on the Subscription Form, Attention: Director of Sales Administration, or to other address as CoStar may specify. All notices will be deemed given if delivered personally, on the day of delivery, if melled by registered or certified mail, the day of the delivered by overnight U.S. mail, one day after mailing, and if delivered by overnight international mail, four (4) days after mailing. Licensee by regular mail.
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- 18. User information. Decrease soknowledges that if it creates any sectings, surveys, fields or functions in the Licensed Product or inputs, adds or exports any data into or from the Licensed Product (collectively, the "User Data"), none of the CoSter Parties shall have any liability or responsibility for any of such user Data, including the loss, destruction or use by Licensed Product (collectively, the "User Data, including the loss, destruction or use by the product (collectively, the "User Data, Decuments posted by Licenses to the offent extranet companies" destinated CoSter Connect time the product Licenses acknowledges that it is Licenses's responsibility to make back-up capses of such User Data. However, the discussion of the CoSter Connect agreement, and their Data. Licenses acknowledges that it is Licenses's responsibility to make back-up capses of such User Data. For each Bushased (se dathed an aggregate amount of 100 megabytes of attraction caps.)
- 17. Choice of Lest designation intermetional Arbitration. This Agreement shall be construed under the laws of the State of Maryland of the U.S. without regard to choice of law principles. The period in the State of Maryland for the purpose of any ection brought in connection with the Agreement period interest of the security consent to the excursive precision of the federal and state courts located in the State of Maryland for the purpose of any ection brought in connection with the Rules of Arbitration and Consistion of the Licensed Product. All disputes arising suitains of the U.S. shot he settled by arbitration held in London. English and his connection with the arbitration shall be further and his formation of the intermedianal Chamber of Commerce. All arbitrators shall be further in English and his desuments automated in connection with the arbitration and the order of entercomment.
- IS. Miscellaneous. This Agreement contains the entire understanding of the partice with respect to the Useaned Product and supersedes any prior and or witten statements and documents with respect to the Useaned Product and supersedes any prior and or witten supersedes any other written Scenes agreement between the parties understanding of the parties with respect to such authority parties, provided, that this Agreement document may not be amended, modified or superseded, nor may any of its terms or conditions between the parties of this Agreement etiticity confidential. This Agreement not being of a fundamental nature is held to be invalid, liegal or understanding of the remainder of the Agreement will not be affected. If a provision is held to be invalid, thegat or observes unanchorocable, it and be described in a provision is held to be invalid, thegat or observes unanchorocable, it and be described to be invalid, thegat or observes unanchorocable, it and be described to be invalid, thegat or observes unanchorocable, it and be described to be invalid, the provision is held to be invalid, the gas or observes unanchorocable, it and to describe the original provision. Licenses administrating that in the avert of a breach of any of these turns by replaced with an antiencedate provision that returns the intent of the provision in the provision. Licenses administrating the parties of any time to require the intention of any provision hereof with in no manner affect the right of such party at a later time to entire the actions are for reference of any party at any time to require the actions are for reference of any party at any time to require the actions are for reference only. The partieons of Sections 2(b), 2(c), 3, 5, 8(e), 7, and 10 turning the hereof will contain the reference of the reference of the parties of the pa